

Osceola

Teamsters #238 (Police)

7/1/2006 6/30/2009

AGREEMENT

Between

CITY OF OSCEOLA, IOWA
POLICE DEPARTMENT

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
OF AMERICA and its LOCAL NO. 238

July 1, 2006 to June 30, 2009

Approved by Council

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AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ 2006, by and between the CITY OF OSCEOLA, IOWA, hereinafter referred to as the "Employer", and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, OF AMERICA and its LOCAL NO. 238, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE I RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time hourly paid employees of the Osceola Police Department, including all employees of the City of Osceola Police Department as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3279, dated November 4, 1986, which excludes Chief of Police, confidential secretary, and all others excluded by Section 4 of the Act.

ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 3 EMPLOYERS RIGHTS

Except as expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the Employer. It is agreed that the enumeration above shall not be deemed to exclude other areas not specifically enumerated, provided that the exercise of such areas shall not be in conflict with any provision of this Agreement.

ARTICLE 4 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officer or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or

suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The parties agree to abide by the Americans with Disabilities Act.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure.

Step 1. - Informal: An employee shall discuss a complaint or problem orally **and may submit a written statement at that time to** with the Chief of Police within five (5) workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. Within five (5) days after the decision in Step 1, or if no decision has been made within five (5) days of the informal conference, the employee shall then present the written grievance to the Chief of Police. The Chief shall respond in writing within five (5) working days.

Step 3. Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the City Administrator. The Administrator shall make his recommendation to the Mayor and the Mayor shall respond within ten (10) working days.

Step 4. If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the City Administrator. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Public Employment Relations Board (PERB) to submit to the parties a list of seven (7) arbitrators, from

which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the moving party striking first.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not timely answered by the Employer, it may automatically be referred to the next step.

The fees and expenses of the arbitrator shall be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 7 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

All new employees shall serve a probationary period not to exceed twelve (12) months. At the discretion of the Police Chief, an employee may have his/her probationary period extended up to six (6) additional months in order for that employee to have a minimum six (6) months duty after completion of the Academy. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave

of absence.

- (d) Falsification of employment application.
- (e) An employee absent from work one (1) day without notice to the Employer without an acceptable excuse.
- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- (h) An employee is laid off for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (i) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 8 PROMOTIONAL PROCEDURES

When filling a permanent promotional vacancy, the Employer shall consider the employee's qualifications, ability, aptitude and work record. Where these factors are relatively equal, the most senior employee will receive the promotion. Determination of qualifications will be made by the Chief of Police. Employees will be on promotional probation for one hundred eighty (180) days.

The Employer agrees to post all permanent promotional job openings prior to filling from outside the bargaining unit.

A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated with his/her full seniority in his/her former position and rate of pay.

ARTICLE 9 LAYOFF

Should a reduction in force be necessary, the Employer will retain those employees who are best qualified to perform the assignments that remain. If selection must be made between persons of equal qualifications, ability, aptitude and work record, where these factors are relatively equal, the least senior employee will be reduced. Determination of qualifications will be made by the Chief of Police.

- (1) Regular employees are to receive a minimum of two (2) weeks written notice explaining the reason for the termination.
- (2) Part-time employees are to be verbally informed with a minimum of one (1) week notice.

ARTICLE 10
LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after completing ninety (90) days of their probationary period.

Sick Leave

All full-time employees shall be entitled to sick leave at a rate of one (1) day per month, **which shall be credited on the payroll including the 1st day of said month**, with a maximum accumulation of one hundred five (105) days. Sick leave shall not be considered as a right, which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness and disability. Sick leave may also be used for physical examinations and consultations with physicians. Emergency dental and chiropractic treatment shall also qualify for sick leave. Up to three (3) days per year of sick leave may be used for illness of the spouse or dependent child in which the employee is required to be there (i.e., there is no alternative means).

In order to receive compensation while absent on sick leave, the employee shall notify the supervisor in advance of absence. All sick leave shall be approved by the supervisor. When the absence is more than three (3) working days, the employee shall be required to file a physician's certificate stating the cause of the absence.

An employee waiting for disability payments under the Workers Compensation laws may use accumulated sick leave in order to maintain his/her regular income until disability payments begin.

The City reserves the right to order a physical examination at City cost to determine the fitness of an employee to continue on active duty after a period of sickness or disability. The employee has the right to choose a doctor from a list of three provided by the City.

A medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Sick leave will not be granted if an employee is injured while "gainfully" employed by a different employer.

An employee with at least ten (10) years of full-time continuous employment with the City, who retires, as defined by the rules and regulations of IPERS, shall receive pay for all accumulated sick leave up to a maximum of one thousand two hundred fifty dollars (\$1,250.00). In order to be eligible for this reimbursement, an employee must give the employer 60 days notice to their intended retirement date.

Emergency Leave

Emergency leave of up to **five (5) days** with pay may be granted to all regular full-time employees in the event of serious illness in the immediate family (parent, **or spouse's parent**, spouse, child, brother or sister). ~~The combination of serious illness and death leave cannot exceed five (5) days.~~ Serious illness shall generally be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition.

Days when an employee may be absent him-/herself from the work place will be determined by the employee and the Chief. Emergency leave is non-reimbursable if not taken, and non-accumulating. Additional time may be granted, at the sole discretion of the Chief of Police, and will be deducted from sick leave.

Funeral Leave

Emergency leave of up to five (5) days with pay may be granted to all regular full-time employees in the event of death in the immediate family (parent **or spouse's parent**, spouse, child, brother or sister).

Up to three (3) days with pay of emergency leave may be granted to all regular full-time employees in the event of death of the employee's grandparents, grandchildren, ~~mother-in-law, father-in-law~~, brother-in-law or sister-in-law for attendance at the funeral and other necessary related functions.

Regular full-time employees may be allowed up to four (4) hours off with pay to attend the funeral of a City employee, a retired City employee, or friend. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The Chief of Police shall decide on the amount of time actually required for funeral attendance up to four (4) hours and the number of employees who may attend the funeral. Employees who act as pallbearers for any deceased person whose funeral takes place during work hours may also receive four (4) hours off with pay.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29. A28 of the Code of Iowa. The Employer will pay the difference between the military pay and what the employee would have received if working.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

Jury Duty /Legal Leave

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit cancellation of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work immediately.

Leave of Absence Without Pay

The Employer may grant a permanent or probationary employee a leave of absence without pay and benefits, not to exceed ten (10) working days. Leaves of absence for a greater period of time, within a calendar year, must be approved by the Council. No such leave shall be granted except upon written request of the employee setting forth the reason for the request. Failure to return to work on the first scheduled day after the leave of absence shall constitute cause for termination of employment.

An employee on unpaid leave of absence for over ten (10) days shall not be eligible to accrue benefits such as holiday pay, retirement credit, vacation or sick leave credits during the period of the leave. An employee shall not accumulate seniority during an unpaid leave of absence.

In the event an employee is on the active payroll for the major portion of any month, the City shall continue its normal participation for insurance premiums for the entire month. However, if the employee is on an unpaid leave for the major portion of a month, that employee shall be responsible for paying the full monthly premium, provided the employee is otherwise eligible for such insurance coverage.

ARTICLE 11 **DUES CHECK-OFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in

writing at any time, in accordance with state law, and the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 12 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Chief of Police. The normal workweek shall consist of five (5) consecutive days, including eight (8) hours of work. **Note: If a change in work schedules is made that impacts the normal work week, then a memorandum of understanding will be mutually agreed to which outlines the accepted change.**

During an employee's normal shift, the Employer will normally grant thirty (30) minutes paid time for lunch and two (2) fifteen (15) minute paid rest periods.

Overtime

Overtime shall be paid for at the rate of time and one-half (1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any workweek. Overtime shall be compensated either in cash or compensatory time at the discretion of the Police Chief. Overtime shall not be paid more than once for the same hours worked. . **Note: If a change in work schedules is made that impacts the normal work week, then a memorandum of understanding will be mutually agreed to which will also include the appropriate language to accommodate the calculation of overtime.**

All paid time is counted as work time for the purpose of determining overtime. An employee called in to work during his/her vacation shall be paid time and one-half (1/2) their regular rate of pay for all hours worked. An employee called in outside of their normal work schedule hours will be paid a minimum of time and one-half (1/2) their regular rate of pay.

Overtime will be offered to employee on an equal basis giving consideration to qualification and expertise of available personnel.

Reserves may be used by the department for work of a supplemental nature and will be used to cover regular shifts on an emergency basis or when other personnel are not available.

ARTICLE 13 HOLIDAYS

Regular full-time employees, except seasonal, probationary, temporary, and part-time employees are eligible for the following paid holidays: New Year's Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and two floating holidays.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. A full-time employee required to work on any recognized paid holiday shall be paid one and one-half (1/2) times the employee's straight time rate for all hours worked, plus the paid holiday at said straight time rate. A part-time employee required to work on any recognized paid holiday shall be paid one and one-half (1/2) times the employee's straight time rate for all hours worked. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

ARTICLE 14 VACATION

The purpose of vacation leave is to enable the employee to enjoy periodic rest from a regular job so that he or she may return to work refreshed.

All regular full-time employees shall earn vacation on a yearly basis at the following scheduled which reflects longevity in City service.

Vacation Schedule

During first two (2) years of continuous full-time employment, two (2) weeks for two (2) year period. One (1) week may be taken in first year after first six (6) months.

After two (2) years of continuous full-time employment, two (2) weeks per year.

After seven (7) years of continuous full-time employment, three (3) weeks per year.

After fifteen (12) years of continuous full-time employment, four (4) weeks per year.

Upon resignation or termination, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination. **Payment of vacation time shall be inclusive of the balance on the books of record and a pro-rated additional amount of time from the anniversary date preceding the last recorded day of work. This pro-rated calculation shall not apply to any employee who is terminated or leaves the employment of the Employer prior to the completion of two full years.**

The employee's anniversary date of employment is used for purposes of determining vacation days. No more than five (5) unused vacation days may be carried over past an employee's anniversary date, all unused days over five (5) are lost without compensation unless the employee's vacation requests have been denied. In that case, the employee will be paid cash for his/her vacation time lost.

The City Clerk will maintain the official record of vacation leave credit and its use. The schedule of vacation leave is dependent upon the judgment and discretion of the Chief of Police. If a conflict exists, the senior employee will be given preference.

In the event holidays occur during an employee's scheduled vacation, such holiday shall not be charged as vacation.

An employee leaving the employ of the City shall be compensated for vacation leave credited and unused to the date of termination.

No employee shall receive cash payment in lieu of vacation, except as noted above.

ARTICLE 15 INSURANCE

The following insurances will be provided for all eligible full time employees:

The Employer will pay the full premium for Health Insurance and Life Insurance (Minimum of \$15,000 Term Life policy for the employee) for any employee not requiring dependent coverage.

Effective July 1, 2003, the basic health insurance coverage will be equivalent to Wellmark Blue Cross Blue Shield U-24 with a GAP plan. The rate of employee deduction will be \$41.60 per week for dependent coverage during the first two contract years. Any increases in premium beginning July 1, 2005 will be at the same percentage as the Employer's total health insurance premium for that year and all subsequent years. The employer will make available to the employees the equivalent of Wellmark Blue Access with a GAP plan effective on the renewal date after July 1, 2003. Those employees converting to this coverage will have a weekly deduction for dependent coverage at \$30.00 per week for the first two contract years. Any increases in premium ~~beginning July 1, 2005~~ will be at the same percentage as the Employer's total health insurance premium for that year and all subsequent years, **unless otherwise changed by the addendum noted below.**

The insurance programs referred to in this Agreement will be subject to all terms and conditions of the contract with the carrier(s). If the Employer would choose to change insurance carriers during the term of this contract, coverage under the new plan must be equal to or better than the current coverage. If the new plan being considered has less coverage, higher deductibles or higher co-payments, the Employer and employees must agree on the new plan prior to any change being made. Agreement for change of coverage by the employees shall be in the form of a signed written statement by at least seventy-five percent (75%) of the then current full time "bargaining unit" employees of the City, agreeing to the proposed change of coverage. The police unit may choose to use the Teamsters C4 insurance plan at no additional cost to the city.

Note: The Employer and Union will be discussing the use of a HSA health care arrangement which if approved will be attached as an addendum to this agreement.

ARTICLE 16 MISCELLANEOUS

Equipment

The City shall provide the employees classed under this contract with uniforms as specified as mandatory according to the Police Department Policies and Procedures, set down by the Chief of Police. An Officer at the time of initial employment shall be provided with the following equipment: Shirts (4 – Summer, 3 – Winter), Pants (4), Ties (3), Coats (1 each – winter, light weight and rain), Name Tag, Collar Pins, Badge, Patches, Shoes (2 pairs –1 winter and 1 summer) and One department approved hat. If the Officer fails to satisfactorily complete the probationary period all of the equipment will be returned to the Police Department.

This will include all leather gear.

All uniforms shall be replaced on a fair wear and tear basis at the discretion of the Chief. The City will provide up to \$125.00 per contract year for footwear allowance. The City shall provide up to \$500.00 per year clothing allowance for the investigator, subject to the Chief of Police's approval.

The City will provide each regular full-time Patrolman the required leather gear and his/her gun. The leathers, following successful completion of the probationary period, will be the Patrolman's and the City retains ownership of the gun.

The Employer will provide protective vests; these vests will be replaced by the City as necessary.

The Employer agrees to reimburse up to \$300.00 for any personal property damaged in the performance of assigned duties as submitted and approved by the Police Chief, provided that the personal property other than prescription eyeglasses or wrist watches must be identified and approved for use by the Police Chief prior to such use.

Training

All approved continuing education and training shall be paid for by the City when approved by the Chief of Police.

ARTICLE 17 LONGEVITY

The following longevity rates will be added to the eligible employees straight time rate:

<u>After Completion Of:</u>	<u>Per Hour Pay</u>
5 years of service	\$.10
10 years of service	\$.20
15 years of service	\$.25
20 years of service	\$.30

ARTICLE 18 FINALITY AND EFFECT

THIS AGREEMENT constitutes the agreement between the parties, and concludes collective bargaining for its term.


The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

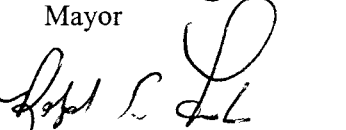
ARTICLE 19
DURATION

THIS AGREEMENT shall be effective from July 1, 2006, and shall continue in full force and effect until its expiration on June 30, 2009.

Signed this _____ day of _____, 2006.

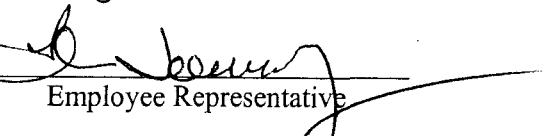
CITY OF OSCEOLA, IOWA

BY 
Mayor

BY 
City Administrator

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS OF AMERICA,
and its LOCAL NO. 238

BY 
Business Representative

BY 
Employee Representative

City of Osceola
Police Union Pay Scale

Exhibit "A"

	80% Entry	85% 1 Year	90% 2 Years	95% 3 Years	100% 4 Years	
Current -Prior to July 1, 2006						
Patrol Officer*	\$14.60	\$15.51	\$16.43	\$17.34	\$18.25	\$37,960.00

In order to advance from one step to the next, an employee must perform satisfactorily in his/her job for one (1) year, as determined by the Chief. The Employer may hire new employees within the current scale taking into account the new employee's qualifications.

*The Employer reserves the right to create or eliminate a regular full-time, part-time or temporary position of Investigator and/or Sergeant. If the Employer creates such position, said employee will be paid in accordance with the existing pay scale.

2006-2007							
Patrol Officer*	\$15.07	\$16.02	\$16.96	\$17.90	\$18.84	\$39,193.70	3.25%
2007-2008							
Patrol Officer*	\$15.60	\$16.58	\$17.55	\$18.53	\$19.50	\$40,565.48	3.50%
2008-2009							
Patrol Officer*	\$16.23	\$17.24	\$18.25	\$19.27	\$20.28	\$42,188.10	4.00%

Investigator/Sergeant
1st year of appointment 3.00% Above Patrol Officer 4 Year Rate
2nd year of appointment 5.00% Above Patrol Officer 4 Year Rate
3rd year of appointment 7.50% Above Patrol Officer 4 Year Rate

2006-2007		
Investigator/Sergeant		
1st year of appointment	\$19.41	3.25%
2nd year of appointment	\$19.79	3.25%
3rd year of appointment	\$20.26	3.25%

2007-2008		
Investigator/Sergeant		
1st year of appointment	\$20.09	3.50%
2nd year of appointment	\$20.48	3.50%
3rd year of appointment	\$20.97	3.50%

2008-2009		
Investigator/Sergeant		
1st year of appointment	\$20.89	4.00%
2nd year of appointment	\$21.30	4.00%
3rd year of appointment	\$21.80	4.00%